

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

A101-2007 v:1.0 (4-20-09) City

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Ten (2010)

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

and the Contractor:

(Name, address and other information)

S.P.S.D., Inc.
dba, Site Planning Site Development
1108 107th Street
Arlington, TX 76011
214-341-2562

for the following Project:

(Name, location and detailed description)

ARBJ File No. Frisco 870008 0472 Parks
(Youth Center Park)
5400 Preston North Drive
Frisco, TX 75034
Renovations at Youth Center Park

The Architect:

(Name, address and other information)

Jacobs Engineering Group, Inc.
6688 N. Central Expressway, Suite 400 MB13
Dallas, TX 75247
214-424-7500

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1816294977)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Provisions described in the A201 – 2007 v.1.0 (4-14-09) Frisco, General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes are subject to the liquidated damages provided herein..

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty-Eight Thousand Four Hundred Seventy-Seven Dollars and Seventy Cents (\$ 488,477.70), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1: \$60,710.40

Alternate No. 2: \$ 6,557.00

Alternate No. 3: \$ 7,824.00

Alternate No. 4: \$ 2,304.00

Alternate No. 5: \$ 9,840.00

Alternate No. 6: \$ 9,840.00

§ 4.3 Unit prices, if any: Those unit prices set forth in the Bid Form dated May 10, 2010, attached hereto as Exhibit A and incorporated herein for all purposes.

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 4.5 The Owner's Contingency is Fifteen Thousand Dollars (\$15,000.00).

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

§ 8.3 The Owner's representative:

(Name, address and other information)

John E. Doshier
Parks Project Manager

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(1818294977)

City of Frisco
6726 Walnut
Frisco, TX 75034
972-292-6514 phone
972-335-4091 fax
jdoshier@friscotexas.gov

§ 8.4 The Contractor's representative:
(Name, address and other information)

Stewart Garrison, President
S.P.S.D., Inc.
1108 107th Street
Arlington, TX 76011
817-640-7962
sgarrison@spsd.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§8.6.2 WORKING TIME AND WORKING RESTRICTIONS

§8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§8.6.2.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§8.6.2.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007 v: 1.0 (4-14-09) Frisco, General Conditions of the Contract for Construction provided by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications: All specifications to which the *Contract Documents and Specifications for Youth Center Neighborhood Park Renovation*, prepared by Jacobs Engineering Group, Inc., dated May 7, 2010, attached hereto as **Exhibit B** and incorporated herein in its entirety, refer.

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit B

(Table deleted)

§ 9.1.5 The Drawings: All drawings referenced in the *Index of Sheets*, attached hereto as **Exhibit C** and incorporated herein for all purposes.

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Exhibit C

(Table deleted)

§ 9.1.6 The Addenda, if any: None.

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Owner's Request for Proposal
2. Contractor's Response to Request for Proposal

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

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(1816294977)

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

CITY OF FRISCO

S.P.S.D., INC.

By:

OWNER (Signature)

(Printed name and title)

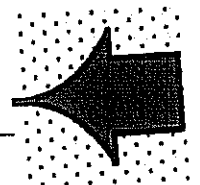
(Paragraphs deleted)

By:

CONTRACTOR (Signature)

Stewart Garrison, President

(Printed name and title)



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Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

A101-2007 v.1.0 (4-20-09) City

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Ten (2010)
(In words, indicate day, month and year-year)

...

(Name, legal status, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

...

(Name, legal status, address and other information)

S.P.S.D., Inc.
dba. Site Planning Site Development
1108 107th Street
Arlington, TX 76011
214-341-2562

...

(Name, location and detailed description)

ARBJ File No. Frisco 870008 0472 Parks
(Youth Center Park)
5400 Preston North Drive
Frisco, TX 75034
Renovations at Youth Center Park

...

(Name, legal status, address and other information)

Jacobs Engineering Group, Inc.
6688 N. Central Expressway, Suite 400 MB13
Dallas, TX 75247
214-424-7500

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User Notes:

(1816284877)

PAGE 2

The commencement date will be fixed in a notice to proceed.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) days from the date of commencement, or as follows:

PAGE 3

Provisions described in the A201 – 2007 v.1.0 (4-14-09) Frisco, General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes are subject to the liquidated damages provided herein..

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty-Eight Thousand Four Hundred Seventy-Seven Dollars and Seventy Cents (\$ 488,477.70), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1: \$60,710.40

Alternate No. 2: \$ 6,557.00

Alternate No. 3: \$ 7,824.00

Alternate No. 4: \$ 2,304.00

Alternate No. 5: \$ 9,840.00

Alternate No. 6: \$ 9,840.00

§ 4.3 Unit prices, if any: Those unit prices set forth in the Bid Form dated May 10, 2010, attached hereto as Exhibit A and incorporated herein for all purposes.

...

Item	Units and Limitations	Price Per Unit(\$0.00)
------	-----------------------	------------------------

...

§ 4.5 The Owner's Contingency is Fifteen Thousand Dollars (\$15,000.00).

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%), Pending final determination of cost to the Owner of changes in the Work, amounts not in

dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (%); 5.00% ;

...

None.

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[X] Litigation in a court of competent jurisdiction

...

%—The rate of interest computed in accordance with the provisions of Texas Government Code, Section 2251.025.

...

John E. Doshier
Parks Project Manager
City of Frisco
6726 Walnut
Frisco, TX 75034
972-292-6514 phone
972-335-4091 fax
jdoshier@friscotexas.gov

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Stewart Garrison, President
S.P.S.D., Inc.
1108 107th Street
Arlington, TX 76011
817-640-7962
sgarrison@spsd.com

§8.6.1 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§8.6.2 WORKING TIME AND WORKING RESTRICTIONS

§8.6.2.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS.

§8.6.2.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§8.6.2.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those

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stipulated above.

§8.6.2.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§8.6.2.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§8.6.2.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

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§ 9.1.2 The General Conditions are AIA Document A201-2007, A201-2007 v: 1.0 (4-14-09) Frisco, General Conditions of the Contract for Construction-Construction provided by Owner.

...

§ 9.1.4 The Specifications: All specifications to which the Contract Documents and Specifications for Youth Center Neighborhood Park Renovation, prepared by Jacobs Engineering Group, Inc., dated May 7, 2010, attached hereto as Exhibit B and incorporated herein in its entirety, refer.

...

Title of Specifications exhibit: Exhibit B

Section

Title

Date

Pages

§ 9.1.5 The Drawings: All drawings referenced in the Index of Sheets, attached hereto as Exhibit C and incorporated herein for all purposes.

...

Title of Drawings exhibit: Exhibit C

Number

Title

Date

§ 9.1.6 The Addenda, if any: None.

...

1. Owner's Request for Proposal
2. Contractor's Response to Request for Proposal

...

(State bonding requirements, if any,

and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

This Agreement entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

CITY OF FRISCO

S.P.S.D., INC.

By:

OWNER (Signature)

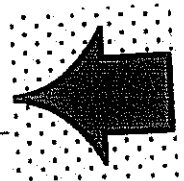
(Printed name and title)

By:

CONTRACTOR (Signature)

Stewart Garrison, President

(Printed name and title)



This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

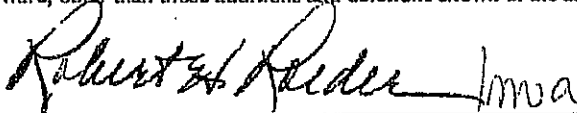
CONTRACTOR (Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:23:23 on 06/16/2010 under Order No. 3188339210_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

(Title)

6-16-10

(Dated)

EXHIBIT A

S.P.S.D, Inc

CITY OF FRISCO PURCHASING DIVISION

FRISCO

BID FORM

May 10, 2010

PARK IMPROVEMENTS AT YOUTH CENTER PARK

*Indicates "Approximate Quantities" and is for informational purposes only. The Contractor shall be responsible for verification of quantities and bill each "Approximate quantity" item on a lump sum basis.

YOUTH CENTER PARK					
May 10, 2010					
BASE BID					
PAY ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1.	1	LS	DEMOLITION of all items on Demolition plan (see Sheet L1-1), material to be removed cleanly and disposed of off site at Contractor's expense, complete in place for <u>Seven thousand</u> <u>two hundred</u> Dollars & <u>- no -</u> Cents Per LS	\$ 7,200	\$ 7,200
2.	1	LS	TREE PROTECTION, to include fencing, as shown on Sheet L1-1 and detailed on Sheet L5-3, complete in place, for <u>Six hundred</u> <u>seventy five</u> Dollars & <u></u> Cents Per LS	\$ 675	\$ 675

YOUTH CENTER PARK May 10, 2010 BASE BID					
PAY ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3.	1	LS	Erosion Control and Sediment Control, contractor shall provide erosion control plan and materials to comply with specifications and as required by local and state law, complete in place for <u>THREE thousand</u> <u>seven hundred</u> Dollars & <u>no</u> Cents Per LS	\$ 3700 ⁰⁰	\$ 3700 ⁰⁰
4.	3	EA	HANDICAP PARKING SIGNS AND HC Parking symbols, HC parking Striping in parking lot, as shown on Sheets L2-1 and detailed on Sheet L6-2, complete in place for <u>Eight hundred</u> <u>seventy</u> Dollars & <u>no</u> Cents Per EA	\$ 870 ⁰⁰	\$ 2610 ⁰⁰
5.	3	EA	CONCRETE WHEELSTOPS, remove and replace for <u>100 ea.</u> as shown on 5/L6-2 <u>ONE HUNDRED</u> Dollars & <u>no</u> Cents Per EA	\$ 100 ⁰⁰	\$ 300 ⁰⁰

YOUTH CENTER PARK May 10, 2010 BASE BID					
6.	40	LF	CONCRETE CURBS as shown on Sheets L2-1, and detailed on Sheet L5-2, complete in place for <u>EIGHTEEN</u> _____ Dollars & <u>SEVENTY</u> Cents Per SF	\$ 18.70	\$ 748.00
7.	2	EA	PICNIC STATION GRILL, including but not limited to form work, footing pedestal, grill sand blast finish, and detailed on Sheet L5-3, complete in place for <u>NINE HUNDRED</u> _____ Dollars & <u>FIFTY</u> Cents Per SF	\$ 950.00	\$ 1800.00
8.	1	LS	PARKING LOT STRIPPING and CROSSWALK STRIPING, to include but not limited to striping of parking spaces in both west and south parking lots, and striping of crosswalk on NE corner as shown on Sheets L2-1, complete in place for <u>FIVE HUNDRED</u> _____ Dollars & <u>NO</u> Cents Per LF	\$ 500.00	\$ 500.00

YOUTH CENTER PARK May 10, 2010 BASE BID					
9.	1	LS	PARK ENTRY SIGN, including but not limited to stone, cast stone, footing, rebar, formwork, mosaic tiles as shown on Sheets L2-1, and detailed on Sheet L5-1, complete in place for <u>FIVE THOUSAND</u> <u>NINE HUNDRED</u> Dollars & <u>NO</u> Cents Per LF	\$ 5,900 ⁰⁰	\$ 5,900 ⁰⁰
10.	1	LS	RENOVATION TO RESTROOM BUILDING including building site work, furnishings, electrical, utility connections masonry work, and incidentals as shown on Architectural drawings, complete in place for <u>SIXTY SIX THOUSAND</u> <u>TWO THOUSAND</u> Dollars & <u>NO</u> Cents Per LS	\$ 56,200 ⁰⁰	\$ 56,200 ⁰⁰
11.	1	LS	RENOVATION TO PAVILION including building site work, utility connections, lighting associated to building, finishes, masonry work and incidentals as shown on Architectural drawings, complete in place for <u>ONE HUNDRED THREE THOUSAND</u> <u>TWO HUNDRED TWENTY</u> Dollars & <u>NO</u> Cents Per LS	\$ 103,220	\$ 103,220

YOUTH CENTER PARK May 10, 2010 BASE BID					
12.	1	LS	DRINKING FOUNTAIN including but not limited to, fountain, water and sewer connections, valves, vents, utility connections copper piping and incidentals as shown on drawings L5-3, complete in place for <u>Five thousand five hundred forty</u> Dollars & <u>- NO -</u> Cents Per LS	\$ 5,540	\$ 5,540
13.	1	LS	HORSESHOE PIT including but not limited to sand, stakes, backboard, filler fabric, concrete, edging, as shown on Sheets L2-1, complete in places for <u>Two thousand two hundred twenty five</u> Dollars & <u>- NO -</u> Cents Per EA	\$ 2,225 ⁰⁰	\$ 2,225 ⁰⁰
14.	2	EA	PLAYGROUND HANDICAP RAMP, as shown on Sheets L2-1, L5-2, and described in the specifications, complete in place for <u>Nine hundred</u> Dollars & <u>- NO -</u> Cents Per EA	\$ 900 ⁰⁰	\$ 1,800 ⁰⁰

YOUTH CENTER PARK May 10, 2010 BASE BID					
15.	1	LS	18" HIGH PLANTER, including but not limited to, concrete, rebar, stone, form work gravel, soil mix, filter fabric, drain pipe, emitter, as shown on Sheet L5-3, complete in place for <u>Eleven thousand eight hundred twenty</u> Dollars & <u>no</u> Cents Per EA	\$ 11,820	\$ 11,820
16.	4	EA	6' BENCHES, as shown on drawings, and as supplied by Dumor Site Furnishings (Model 143-60), as detailed on Sheet L5-5, complete in place for <u>six</u> Dollars & <u>no</u> Cents Per EA	\$ 1,000	\$ 4,024 ⁰²
17.	1	EA	HISTORICAL MARKER REMOVAL AND INSTALLATION, to include but not limited to removal, storage and installation of historical marker and pole on sheet L2-1, complete in place for <u>Five hundred</u> Dollars & <u>no</u> Cents Per EA	\$ 500 ⁰⁰	\$ 500 ⁰⁰

YOUTH CENTER PARK May 10, 2010 BASE BID					
18.	5	EA	8' PICNIC TABLE, as shown on drawings, and as supplied by Dumor Site Furnishings (Model 77-60PL), as detailed on Sheet L5-5, complete in place for <u>One thousand two hundred twenty five</u> Dollars & <u>no</u> Cents Per EA	\$ 1225	\$ 6125 ⁴²
19.	2	EA	8' ADA PICNIC TABLE, as shown on drawings, and as supplied by Dumor Site Furnishings (Model 77-68-1PL), as detailed on Sheet L5-5, complete in place for <u>Thirteen hundred twenty five</u> Dollars & <u>no</u> Cents Per EA	\$ 1325	\$ 2650
20.	1	EA	6" CALIPER SPECIMAN LIVE OAK TREE, as shown on Sheets L4-1 and, delivered, planted, and guaranteed, complete in place for <u>Thirteen hundred twenty</u> Dollars & <u>no</u> Cents Per EA	\$ 1320	\$ 1320 ⁴²

YOUTH CENTER PARK May 10, 2010 BASE BID					
20.	3	EA	3" LIVE OAK TREE, as shown on Sheets L4-1 and, delivered, planted, and guaranteed, complete in place for <u>Four hundred sixty</u> <u>five</u> Dollars & <u>no</u> Cents Per EA	\$ 465	\$ 1395
21.	7	EA	3" CALIPER CEDAR ELM, as shown on Sheets L4-1 and Sheet L6-4, delivered, planted, and guaranteed, complete in place for <u>Four thousand twenty</u> <u>five</u> Dollars & <u>no</u> Cents Per EA	\$ 575 ⁰⁰	\$ 4025 ⁰⁰
22.	6	EA	3" SHUMARD RED OAK TREE, as shown on Sheets L4-1 and, delivered, planted, and guaranteed, complete in place for <u>Five hundred fifteen</u> Dollars & <u>no</u> Cents Per EA	\$ 515 ⁰⁰	\$ 3090 ⁰⁰
23.	25	EA	ORAPE MYRTLE 'NATCHEZ', as shown on Sheet L4-1 and Sheet L6-4, delivered planted, and guaranteed, complete in place for <u>Two hundred fifteen</u> Dollars & <u>no</u> Cents Per EA	\$ 215 ⁰⁰	\$ 5375 ⁰⁰

YOUTH CENTER PARK May 10, 2010 BASE BID					
24.	132	EA	5 GALLON HAMELN FOUNTAIN GRASS, as shown on drawings and Sheet L5-4, delivered planted, and guaranteed, complete in place for <u>twenty one</u> _____ Dollars & <u>fifty</u> Cents Per EA	\$ 21.50	\$ 2838.00
25.	120	EA	1 GALLON MEXICAN FEATHERGRASS, as shown on drawings and Sheet L5-4, delivered planted, and guaranteed, complete in place for <u>ten</u> _____ Dollars & <u>no</u> Cents Per EA	\$ 10.00	\$ 1,200.00
26.	6	EA	3 'ADAGIO' FOUNTAIN GRASS, as shown on drawings and Sheet L5-4, delivered planted, and guaranteed, complete in place for <u>twenty one</u> _____ Dollars & <u>fifty</u> Cents Per EA	\$ 21.50	\$ 129.00

YOUTH CENTER PARK May 10, 2010 BASE BID					
27.	2520	SF	St. AUGUSTIN GRASS, as shown on drawings and Sheet L4-1, delivered planted, and guaranteed, complete in place for _____ Dollars & <u>.70</u> Cents Per EA	\$.70	\$ 1764.00
28.	22160	SF	COMMON BERMUDA SOD, to include fine grading, raking, fertilization as shown on Sheets L4-1, complete in place for _____ Dollars & <u>.30</u> Cents Per SF	\$.30	\$ 6648.00
29.	1	LS	SITE IRRIGATION, to include controller installation (controller provided by Owner) and all components, electrically, sleeving, etc. necessary, as shown on Sheets IR-1 to IR-3, complete in place for <u>Thirty Four thousand</u> <u>four hundred</u> Dollars & <u>- no -</u> Cents Per LS	\$ 34,400	\$ 34,400

YOUTH CENTER PARK May 10, 2010 BASE BID					
30.	408	LF	SPLIT RAIL CEDAR FENCE, to include but not limited to cedar post, cedar rail, gravel footings as shown on Sheets L5-5, complete in place for <u>Thirty two</u> _____ Dollars & <u>- NO -</u> Cents Per LF	\$ 32.00	\$ 13,056
31.	1	EA	ABANDON AND REMOVE EXISTING TELEPHONE LINE, as shown on sheet C1-1 complete in place for <u>One thousand six hundred twenty five</u> _____ Dollars & <u>- NO -</u> Cents Per LF	\$ 1,625	\$ 1,625 ⁴²
32.	1	LS	ADJUST RESTROOM CLEANOUT, as shown on sheet C1-1 complete in place for <u>Twelve hundred</u> _____ Dollars & <u>- NO -</u> Cents Per LF	\$ 1,200 ⁴²	\$ 1,200 ⁴²
33.	3	EA	SECURITY LIGHTING, to include but not limited to light fixture, pole, arms, footing, wiring, conduit, as shown on Sheet C1-1, complete in place for <u>Four thousand two hundred twenty five</u> _____ Dollars & <u>- NO -</u> Cents Per LF	\$ 4,225 ⁴²	\$ 12,675 ⁴²

YOUTH CENTER PARK May 10, 2010 BASE BID					
34.	1	EA	J-BOX FOR EXISTING LIGHTING DETECTION SYSTEM, to include but not limited to J-box installation wire connections, as shown on Sheet C1-1, complete in place for <u>Nine hundred</u> <u>thirty five</u> Dollars & <u>— 00 —</u> Cents Per LF	\$ 935 ⁰⁰	\$ 935 ⁰⁰
35.	1	EA	LIGHTING DETECTION POLE, to include but not limited to removal of existing pole, installation of new pole, reinstalling lighting detection system and other elements on to pole, verification that system is fully operational and design of pole and footing, as shown on Sheet L2-1, complete in place for <u>Six hundred</u> <u>seventy</u> Dollars & <u>— — —</u> Cents Per EA	\$ 670 ⁰⁰	\$ 670 ⁰⁰
36.	6216	SF	CONCRETE PAVING, to include but not limited to form work, concrete, reinforcing, sandblast finish, broom finish, stairs, bench pads, picnic station pad, sidewalks, earthwork, etc. as shown on Sheet L2-1 and detailed on Sheet L6-1, complete in place for <u>Seven</u> <u>90</u> Dollars & <u>— — —</u> Cents Per EA	\$ 7.90	\$ 49,098.50

YOUTH CENTER PARK May 10, 2010 BASE BID					
37.	1	LS	CONCRETE STAIRS, to include but not limited to form work, concrete, reinforcing, handrails, as shown on Sheet L2-1 and detailed on Sheet L5-1, complete in place for <u>two thousand three hundred twenty five</u> Dollars & <u>- NO -</u> Cents Per EA	\$ 2,325	\$ 2,325
38.	488	EA	FLAGSTONE IN CONCRETE, to include but not limited to form work, concrete, reinforcing, stone, mortar, as shown on Sheet L2-1 and detailed on Sheet L5-1, complete in place for <u>fourteen</u> Dollars & <u>.35</u> Cents Per EA	\$ 700 14.35	\$ 7,002.00
39.	93	LF	8" CONCRETE CONTAINMENT BAND, to include but not limited to form work, concrete, reinforcing, as shown on Sheet L2-1 and detailed on Sheet L5-1, complete in place for <u>thirteen</u> Dollars & <u>- NO -</u> Cents Per EA	\$ 20.00	\$ 1,860.00

YOUTH CENTER PARK May 10, 2010 BASE BID					
40.	62	CY	PLAYGROUND SURFACING, calculate at 6" depth (FIBAR), to include but not limited to hauling, spreading, as shown on Sheet L2-1 and detailed on Sheet L5-1, complete in place for <u>Fifty Seven</u>	Dollars & <u>- 10 -</u> Cents Per EA	\$ 57.00 \$ 3534.
41.	4	EA	HANDICAP RAMPS, to include but not limited concrete, rebar, formwork, pavers, etc. as shown on Sheet L2-1 and detailed on Sheet L5-3, complete in place for <u>Six hundred fifty</u>	Dollars & <u>- 00 -</u> Cents Per EA	\$ 650.00 \$ 2,600
42.	1	LS	CONTINGENCY <u>FIFTEEN THOUSAND</u> Dollars & <u>ZERO</u> Cents		\$15,000
Youth Center Park, Complete and in place, the sum of:					\$ 391,302.30

(Unit prices are shown in both words and figures. In case of discrepancy, the unit price in words will govern. Prices listed above are the only compensation to be made. All items of work required to complete the work as shown in the plans and as specified which are not listed as a pay item in this proposal are considered subsidiary to the items listed and the cost of the subsidiary work should be included therein.)

ALTERNATE - THE CITY OF FRISCO HAS THE RIGHT TO AWARD THE CONTRACT BASED ON THE BASE BID AND ALTERNATES SELECTED AT THE SOLE DISCRETION OF THE CITY.

All costs associated with modifying earthwork, landscape and/or irrigation Base Bid items to be included in Alternate Bid amounts.

YOUTH CENTER PARK May 10, 2010 ALTERNATE BID ITEMS					
PAY ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
* The following Alternates are ADDITIONS to the Base Bid.					
Alt. 1	408	LF	DECORATIVE FENCE AND COLUMNS, as shown on Sheets L5-6, complete in place for <u>One Hundred Forty</u> <u>Eight</u> Dollars & <u>Eighty</u> Cents Per SF LF	\$ 148.80	\$ 60,710.40
Alt. 2	*316	LF	REMOVE AND REPLACE ALL CURB AND GUTTER FOR SOUTH PARKING LOT, as shown on Sheet L1-1, complete in place for <u>Twenty</u> Dollars & <u>Seventy Five</u> Cents Per SF	\$ 20.75	\$ 6,557.00
Alt. 3	192	LF	CHAIN LINK FENCE removal and replacement, as shown on Sheet L1-1 and L2-1, Fence shall include 96' lf of 12' high fence and 96' LF of 6' high fence and all fencing shall include concrete mow strip, complete in place for <u>Forty</u> Dollars & <u>SEVENTY FIVE</u> Cents Per LF	\$ 40.75	\$ 7,824.00

YOUTH CENTER PARK May 10, 2010 ALTERNATE BID ITEMS					
PAY ITEM	APPROXIMATE QUANTITY		DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
Alt. 4	60	LF	Perforated PVC pipe with gravel sock, filter fabric and storm drain connection, Contractor to coordinate location with city project manager. This is not shown on the plans, complete in place for <u>THIRTY EIGHT</u> ____ Dollars & <u>FOURTY</u> Cents Per LF	\$ 38.40	\$ 2304.00
Alt. 5	80	LF	12' fence plus hood height over dugout and 12" vertical fence from dugout to 3 rd base to include but not limited to removal of existing fencing foundation, installation of new fence, fence footings, etc. complete in place for <u>ONE HUNDRED</u> <u>TWENTY THREE</u> Dollars & <u>NO</u> Cents Per LF	\$ 123.00	\$ 9840.00
Alt. 6	80	LF	12' fence plus hood height over dugout and 12" vertical fence from dugout to 1 st base to include but not limited to removal of existing fencing foundation, installation of new fence, fence footings, etc. complete in place for <u>ONE HUNDRED TWENTY</u> <u>THREE</u> Dollars & <u>NO</u> Cents Per LF	\$ 123.00	\$ 9840.00

(Unit prices are shown in both words and figures. In case of discrepancy, the unit price in words will govern. Prices listed above are the only compensation to be made. All items of work required to complete the work as shown in the plans and as specified which are not listed as a pay item in this proposal are considered subsidiary to the items listed and the cost of the subsidiary work should be included therein.)

BID PROPOSAL FOR
YOUTH CENTER PARK
CITY OF FRISCO, TEXAS

Youth Center Park - Total Base Bid Amount: \$ 391,302.³⁰
Three hundred ninety one thousand three hundred two Dollars and
thirty Cents

Total Add Alternates:

Total Alternate No. 1 - Bid Amount \$ 69,710.⁴⁰
Total Alternate No. 2 - Bid Amount \$ 6,557.⁰⁶
Total Alternate No. 3 - Bid Amount \$ 7,824.⁰⁰
Total Alternate No. 4 - Bid Amount \$ 2,304.⁰⁰
Total Alternate No. 5 - Bid Amount \$ 9,840.⁰⁰
Total Alternate No. 6 - Bid Amount \$ 9,840.⁰⁰

Total Contract length 120 Days.

EXHIBIT B

YOUTH CENTER PARK FRISCO, TEXAS

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SECTION TITLE

BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

	General Information (Includes Bid Form)
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—	Standard Form of Agreement between Owner and Contractor (A101)
00600	Forms, Bond and Certificates
WC	Worker's Compensation Insurance Coverage
EEO	Equal Employment Opportunity
WR	Labor Classification and Schedule of Prevailing Wage Rates
—	General Conditions of the Contract for Construction (A201-2007)
—	Supplemental Conditions to the Contract for Construction
00800	Additional Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Basis of Payment
01027	Application for Payment
01040	Coordination
01045	Cutting and Patching
01200	Project Meetings
01300	Administrative Submittals
01340	Shop Drawings, Product Data and Sample Submittals
01350	Progress Schedule
01440	Testing and Laboratory Control
01500	Construction Facilities
01605	Warranties and Maintenance
01610	Product Handling
01630	Product Options, Equal Materials and Substitutions
01705	Project Closeout
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**YOUTH CENTER PARK
FRISCO, TEXAS**

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02220	Earthwork
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02270	Erosion and Sediment Control
02510	Water Distribution
02512	Concrete Vehicular Paving
02515	Concrete Walks
02580	Pavement Marking
02700	Sewer System
02938	Sodding
02950	Trees, Shrubs and Ground Cover
02975	Landscape Irrigation System

DIVISION 3 - CONCRETE

03100	Concrete Formwork
03200	Reinforcing Steel
03300-A	Architectural Cast-in-Place Concrete
03310	Cast-in-Place Concrete

DIVISION 4 - MASONRY

04100	Masonry Mortar
04100-A	Mortar and Masonry Grout
04300	Unit Masonry System
04451	Stone Veneer
04710-A	Manufactured Masonry
04800-A	Masonry Assemblies

**YOUTH CENTER PARK
FRISCO, TEXAS**

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05500-A Metal Fabrications

DIVISION 6 - WOODS AND PLASTICS - NOT USED

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07620-A Sheet Metal Flashing and Trim
07715-A Gutters and Downspouts
07900-A Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08111-A Standard Steel Doors and Frames
08710-A Door Hardware

DIVISION 9 - FINISHES

09200-A Fiber-Reinforced Stucco
09705-A Resinous Flooring
09800-A Special Coatings
09900-A Painting

DIVISION 10 - SPECIALTIES

10800-A Toilet Accessories

**YOUTH CENTER PARK
FRISCO, TEXAS**

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DIVISION 12 - FURNISHINGS - NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION - NOT USED

DIVISION 14 - CONVEYING SYSTEMS - NOT USED

DIVISION 15 - MECHANICAL

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15070-A Trenching, Backfilling, and Compacting for Pipe, Cables and Ducts
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**YOUTH CENTER PARK
FRISCO, TEXAS**

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EXHIBIT 'C'

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S1	FRAMING PLAN, ELEVATIONS & NOTES
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